

LEGAL NOTICE

The Town of Needham invites qualifications from Architectural / Engineering Designers to prepare a Study and Schematic Design, including cost estimates, for the repairs, renovation and/or new construction of the Needham Police and Fire Station #1 at 99 School St. and 88 Chestnut St. (respectively), and Fire Station #2 at 707 Highland Ave, Needham, MA. Selected Designer will be eligible for all phases of work noted in the RFQ, pending future appropriations. Design team qualifications shall include Architect, Landscape Architect, Registered Land Surveyor, Accessibility Consultant, Cost Estimator, Hazardous Materials consultant and the following engineering disciplines: Civil, Structural, Geotechnical, Mechanical, Electrical, Plumbing, Fire Protection, Tel/Data, and Wetlands Specialist.

A Briefing Session will be held on March 2, 2016, 1:00 PM at PSAB Building, 500 Dedham Ave., Needham, MA 02492.

Qualifications (1 original, 12 copies and 1 electronic copy on a CD) must be returned to the Public Facilities Office c/o Kathryn Copley, 500 Dedham Avenue, Needham, Massachusetts 02492 **by 2:00 PM Wednesday, March 16, 2016.**

Town of Needham – Police & Fire Stations Feasibility Study -Design Services

Contract ID# 16PFC169D

Qualifications for - _____ *“Insert the Name of Applicant”*

Fax transmissions will not be accepted.

Selected interviews of a short list of candidates, if required, will be conducted by the Town of Needham Permanent Public Building Committee (PPBC) and are tentatively scheduled to take place on April 11, 2016.

The Designer's fee for the identified services including all reimbursable expenses will be negotiated with a limit in Phase I of \$120,000. The Selected Designer will not be precluded from providing continuing services on the project under a negotiated fee in future phases for each building. Total estimated Construction Cost To Be Determined (TBD).

The Town of Needham reserves the right to reject any or all qualifications and to accept any proposal that it considers to be in the best interests of the Town.

ACKNOWLEDGEMENT OF RECEIPT

Release Date	Wednesday, February 24, 2016
Qualifications Title	Police and Fire Stations Study - Design Services
ID Number	16PFC 169D
Qualifications Due	2:00 PM Wednesday, March 16, 2016 at the Public Facilities Office, Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492
<p>Please provide the requested information below as acknowledgment that you have received our Request for Qualifications (“RFQ”) noted above. It is required that interested bidders complete this acknowledgment and return to the Town of Needham, Attn: Kathryn Copley – c/o Permanent Public Building Committee by e-mail to kcopley@NeedhamMa.gov or by fax to (781) 453-2510 or by U.S. mail to the address noted above. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this RFQ. Only those companies or individuals shown on the Distribution Register will receive addenda to this RFQ. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Qualifications from companies or individuals not acknowledging the addenda may be rejected as not responsive.</p>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
<p>Notes:</p> <p>* Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** Designer acknowledges that documents related to this RFQ will be found at two different locations (1) Town of Needham bid page for RFQ documents & Addenda (if any); (2) Town of Needham web site for the Facilities Master Plan -2014 – Final Report</p>	

RFQ – Designer – Police & Fire Stations Feasibility Study- Design Services
Town of Needham - Permanent Public Building Committee
Contract ID# 16PFC169D - February 24, 2016

Town of Needham Procurement Schedule		
RFQ ID # 16PFC 169D		
Primary Contact for this Procurement (<i>Note new Address, Phone & Fax numbers</i>)		Kathryn Copley, Administrative Specialist Telephone 781-455-7550 x 314 Email kcopley@needhamma.gov
Event	Date	Details
Project Name		Police and Fire Stations Study - Design Services
Contract ID Number		16PFC 169D
Request for Qualifications (RFQ) Available	Starting Wednesday, February 24, 2016	Public Facilities Office, Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts 02492 or by e-mail request to Kathryn Copley at kcopley@NeedhamMa.gov or on-line at the Town's web site http://www.NeedhamMa.gov/bids.asp
Pre-Proposal Site Visit & Meeting (Optional)	Wednesday March 2, 2016 Starting at 1:00 PM	Public Services Administration Building (Charles River Room) 500 Dedham Ave, Needham MA 02492
Deadline for Written Questions	2:00 PM Friday March 4 , 2016	By Fax: Attn Kathryn Copley Fax # 781-453-2510 By Email: kcopley@NeedhamMa.gov Questions are to be clearly labeled as: <i>Police & Fire Stations Feasibility Study- Design Services</i>
Addendums		If any changes are made to this RFQ, an addendum will be issued. Addenda will be e-mailed to every individual on record as receiving the RFQ package AND A COPY WILL BE POSTED ON THE Town's web site. As the RFQ package is being made available through the Town's web site (www.needhamma.gov) it is necessary for the perspective Bidder to return the "ACKNOWLEDGEMENT OF RECEIPT"

Town of Needham Procurement Schedule RFQ ID# 16PFC 169D		
Primary Contact for this Procurement <i>(Note new Address, Phone & Fax numbers)</i>		Kathryn Copley, Administrative Specialist Telephone 781-455-7550 x 314 Email: kcopley@NeedhamMa.gov
Event	Date	Details
When and Where Qualifications are Due*	Deadline: Wednesday, March 16, 2016 at 2:00 PM LATE BIDS WILL NOT BE ACCEPTED	Town of Needham Public Facilities Office Public Services Administrative Building 500 Dedham Avenue Needham, MA 02492 Refer to How and Where to Submit Bids.
Bid Surety Requirement (Bid Deposit)		Bid Surety is NOT required.
Proposal Opening		Qualifications will not be publicly opened. A register of proposers received will be made available upon request after Friday, March 18, 2016.
Notify all bidders of finalists selected for interviews	Tuesday, March 22, 2016	Time of late afternoon interviews will be scheduled at time of notification
Finalist interviews (if required)	Monday, April 11, 2016	Interviews will be scheduled with the PPBC in Needham, MA
Contract Awarded **	The contract will be awarded within eight (8) working days of the interview	Approval of the PPBC, Town Manager, and Town Counsel is REQUIRED
* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions. ** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.		

End of Procurement Schedule

REQUEST FOR DESIGNER QUALIFICATIONS (RFQ)
Police and Fire Stations Feasibility Study-
Design Services
Permanent Public Building Committee
Town of Needham, MA
February 24, 2016

I. Introduction, Background, Objectives and Funding:

A. Introduction

The Town of Needham, through the Town Manager and its Permanent Public Building Committee (PPBC), (“Owner”) are seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7C, Section 44, to provide Architectural and Engineering Design services for the preparation of a detailed Study and Schematic Design of the Police and Fire Station #1 and Fire Station #2 in Needham, MA.

The Town Manager and the PPBC will act as the Awarding Authority for the project. The Board of Selectmen (BOS) is the jurisdictional body overseeing the site and the facility. Police and Fire Departments will provide operational and programming information and review with oversight provided by the Town Manager’s office. The Public Facilities Department – Operations (PFO) who maintain all town buildings will provide operational information and review. The Public Facilities Department – Construction (PFC) will act as the Town of Needham employee Owners Project Manager (OPM) for the project.

Selection of a designer will be made by the PPBC with project representation by the user group - Town of Needham Police and Fire Departments. Once a Designer is selected the Owner will define a “Working Group” of town staff and representatives from the various town departments noted above who will be the primary contacts for the project. Formal updates and approvals require PPBC and BOS approval at key milestones. The Designer selected for the First Phase of work will be eligible to continue onto all future phases of Design and Construction work under a negotiated fee, but the Town of Needham reserves the right to procure these services through the RFQ Designer Selection process. At each stage of work the Designer will be responsible to provide services consistent with the “DCAM Designers Procedures Manual” August 2008, or most current version, for the architectural and engineering design services of public projects.

B. Background

The Town of Needham is located approximately 12 miles west of Boston with a population of about 30,000 residents. The Police and Fire Departments are housed in two existing buildings: Police & Fire Headquarters at 99 School St. and 88 Chestnut St. and Fire Station #2 at 707 Highland Ave. These locations are strategically placed within the town to serve the community. No major upgrades have been completed for these facilities over the past 25 years, and the current deficiencies are well documented. The Police facility is undersized for the current staff and equipment; technology and security upgrades are needed; the building does not meet current

accessibility (ADA & MAAB) requirements; locker space for female officers is inadequate; evidence and property storage is inadequate; interview and recording upgrades are required to meet current standards; the combined dispatch center is undersized; public meeting space with officers is inadequate and the holding cells do not meet current standards. Fire Station #1 and #2 have similar deficiencies related to accessibility; locker rooms; exercise rooms; public meeting space; plus the apparatus bays are too small for modern fire trucks; the maintenance garage is too small to perform routine maintenance; office space is insufficient for administrative staff; and storage space is inadequate.

Over the past several decades the Town of Needham has continued to grow, particularly in the area east of Route 128, in a mixed-use/ business district formerly known as New England Business Center, and now the Needham Crossing. The Public Safety buildings need to be upgraded to meet contemporary standards and the future needs of this growing community.

The Town completed a Facilities Master Plan Study (FMP) in 2014 which assessed the needs, identified the Police and Fire Department program, and studied potential planning options for improvements to the Public Safety facilities. This FMP Study can be found on the Town Web site and is important background for the designer selected for this study. The information link is: [Needham, MA - Facilities Master Plan](#) or by accessing the Needham web site and clicking on the following buttons:

www.needhamma.gov >Town Government > Publications > Facilities Master Plan

The FMP Study includes three volumes. The index pages note relevant information for the Police and Fire Departments summarized below:

Volume 1 - Executive Summary, Needs Assessment/Planning/ Programming (pgs. 17-18); Existing Site & Building Evaluations (pgs. 20, 24 & 25); and Planning Options / Recommendations (pg. 36)

Volume 2: - Police & Fire Station (pgs. 46-63)

Volume 3: - Detailed information about Police and Fire are found in sections 1-7 of this volume.

The Town also has digital copies of the reference information noted in Section 7 in the “Inventory of Previous Studies, Reports and Documents” for the “Police and Fire Department”. This digital information will be made available to the selected designer. The Designer will be responsible for further investigation of Town files for background information as necessary to complete their work on the project.

C. Objectives

The Goal of this Police and Fire Stations Feasibility Study is to confirm the scope, and program, schematic design, cost and schedule for both of the Public Safety buildings. The design must also identify a phasing sequence that starts with Fire Station #2 followed by the Police & Fire Headquarters building that integrates with the Town’s Five-year and ten-year Capital Plan. The Designers Work Plan must meet the milestone dates noted in the Preliminary Project Schedule.

The two public safety departments will need to remain fully operational 24/7 throughout the design, renovation and construction process. The town has made several strategic land acquisitions during the past few years to provide flexibility in the Public Safety Headquarters site layout, parking and sequence of construction. The Town leadership has purposely combined the

study of both facilities to allow the design team to explore synergies, temporary facility improvements and construction sequences that might not be possible if the two projects are analyzed in isolation.

The town is looking for a cost effective design that will provide a long term solution to the Town's Public Safety building needs.

D. Funding

The project has received design funding for the first phase of work. The results of this feasibility study including the schematic design and cost estimate will provide the information to request further project funding in November 2016 and May 2017 for the next phases of the project.

II. Scope, Schedule and Fees for Design Services:

A. Project Scope

The Design Scope for the project builds upon the information and concepts identified in the 2014-Facilities Master Plan for the Public Safety buildings and address issues, opportunities and concerns that have developed since the FMP was completed. The Designer services for the total project include:

Phase I: Program confirmation & refinement, Study renovation/ new construction alternatives, refinement of a preferred option into Schematic Design, schedule update and cost estimate (Police and Fire Headquarters and Fire Station #2).

Phase II: Design Development, Construction Documents, Cost estimates, Schedule update, Permitting and Bidding (Fire Station#2)

Phase III: Construction Administration, project closeout and Commissioning (Fire Station #2)

The design scope and funding is in place for Phase I at this time. The selected Designer will be eligible for future Phase II & III work but they are dependent upon future funding authorizations, and related fee negotiations.

B. Phase I

1. Feasibility Study

The Scope of Services required for this Detailed Study includes the following outline of work:

a) Investigation & Assessment

In the context of the Facilities Master Plan the designer shall evaluate the constraints and opportunities of the existing Public Safety buildings, update program requirements, Investigate the site and buildings, analyze code and permitting requirements to set the basis for Design studies and alternatives for each location. This will include:

- 1) Review existing information related to design and construction– Review the 2014 – Facilities Master Plan and other information in the Town of Needham files for relevant reference information. The town will provide the selected design team with digital copies of reference material noted in the FMP, and access to town files for further research as required.

2). Building and Site Investigations – conduct on site investigation of the existing public safety buildings and conduct interviews with the working group including:

- Onsite investigations as needed to understand the building deficiencies, constraints and opportunities,
- Assessment of adequacy of site(s) to serve Department requirements
- Prepare site plans sufficient for schematic designs from existing information,
- Update the building program and prepare room data sheets,
- Assessment of the parking and site grading and access and traffic issues,
- Evaluation of the site and building facilities related to handicapped accessibility,
- Assessment of adequacy of existing utilities serving the site,
- Analyze available geotechnical data and identify need for preliminary test borings and or test pits as needed for schematic design.

3) Code and permitting review – evaluate all code related issues associated with the project. Outline the approval steps required to complete the permitting associated with the renovation, repair and /or reconstruction projects. Evaluate impact of code requirements on the decision to repair and renovate or demolish and construct new facilities.

b) Study Alternatives

Based upon the above investigations and evaluations the designer shall study design options and then prepare a “Preferred Design Solution” for both Public Safety Buildings. This shall include at a minimum a report/ presentation on the following:

1. Recommended program of spaces for each facility,
2. Site Plan with building location, parking, access and landscape concepts
3. Preliminary building plans, sections and/or elevations that define the preferred solution,
4. Interim facilities or temporary relocation options, if needed,
5. Cost Estimates – construction and project cost update
6. Updated project schedule and work plan
7. Updated Permitting checklist and milestones

During this phase the Designer will make presentations to the Working Group, PPBC, Town Manager, and Police and Fire Department representatives to evaluate the most cost effective, long term and feasible solutions.

2. Schematic Design (SD)

Based upon the approved Preferred Design Solution the Designer shall be authorized to move into Schematic Design focusing first on the Fire Station #2, which at this time is assumed to be the first priority to be followed by the Police and Fire Headquarters on a more limited basis. SD will include at a minimum preparing base drawings in AutoCAD format of the existing conditions, demolition and proposed design solution, including Architectural Floor Plans, Sections, Elevations, Site Plan, Utility Plans, Demolition Plans, Landscape Plans, Parking and Drainage Plans which define the project at a schematic level. The design team shall include SD level MEP/FP drawings or diagrams, code analysis and outline specifications of all the proposed systems in the building, and site to define the proposed improvements. The SD shall also include Room Data sheets; an outline scope for Furniture, Fixtures and Equipment (FF&E); tel/data,

security, fire alarm, and monitoring systems. The SD report will also include a list and scope of all detailed testing, survey, borings and analysis required for the next stages of the project.

During this stage of work the designer shall communicate with and or make informal presentations to the permitting agencies to update them on the project schedule and design; and refine the permitting steps and schedule for the project noting important future milestones. An updated construction cost estimate shall also be prepared and reconciled with OPM input. The Design team shall make presentations of their recommendations to the Owner, PPBC and BOS for approval of the Schematic Design.

The Designer shall discuss the alternative construction delivery methods for the project with the Owner and OPM and make a recommendation for Design/ Bid/ Build (DBB) or a Construction Manager at Risk (CMR) procurement method. If the later method is selected then the Designer shall assist the Owner and OPM in the procurement of a CM at Risk firm per M.G.L c. 149A regulations during Phase II of the project.

The Designer shall assist the Owner in preparation for the November 2016 Town Meeting Warrant Articles and backup information presented to the BOS and Finance Committee. This funding authorization is required to move onto subsequent stages of the project.

C. Phase II

The selected Designer will be eligible to continue with the Detailed Design and Construction pending approval of funding and fee negotiations. The Detailed Design work will focus on Fire Station #2 as a first priority and will include Design Development, Construction Documents, Permitting and Bidding. The results of Phase I study will determine the sequence and timing of Detailed Design on the Police and Fire Station Headquarters which will likely be a second priority as directed by the Town's Five-year and Ten-year Capital Improvement Plans, and other town priorities.

1. Design Development (DD)

Based upon the approved Schematic Design the designer shall advance the project design to a Design Development level. The design team will complete site survey, test borings, hazardous material testing and other analysis that will be required for the Design Development stage of information. DD level drawings shall be advanced to include one-line drawings for all mechanical, electrical, emergency power and backup, plumbing and fire protection systems for the building and site. The architectural, landscape and site drawings shall include colored presentation boards, 3D model and PowerPoint slide shows for presentation at public meetings and for submission to approval authorities. DD level specifications shall include outline specifications of all technical sections and manufacturers "cut sheets" to describe the primary systems (or equal) being proposed for the project.

Detailed studies shall include at a minimum the following: Energy analysis, life-cycle cost analysis of systems, storm water management report, plumbing fixture code calculations, hazmat report, zoning area and parking analysis, and other studies or reports required for permitting review. The DD drawings and reports shall also include an update on scope for Furniture, Fixtures and Equipment (FF&E); Signage and all low voltage systems such as telephone/data, security, fire alarm, and monitoring systems. The designer shall work with the Owner and

Working Group to confirm that the MEP systems and energy management systems integrate with town standards.

During DD the Design team will meet informally with the Town's Development Review Team (DRT), Planning Board, Design Review Board and Conservation Commission to brief the town Department leaders and permitting authorities about the project and receive input and recommendations prior to the formal permitting stage of the project.

An updated construction cost estimate shall be prepared and reconciled with the OPM (and/or CMR) with adjustment to the drawings as needed to refine a project scope within the project budget. The Project Schedule shall be updated to include a detailed permitting schedule and key milestones. The Design team shall make presentations to the Owner, PPBC and BOS as required for approval of the Design Development stage.

3. Construction Documents (CD) & Permitting

Based upon the approved DD documents the Designer shall prepare Construction Documents and Specifications sufficient to permit and bid the project for construction according to the approved schedule, and selected method of project delivery. The Designer shall prepare the drawings in AutoCAD format including at a minimum the following divisions of plans, sections, elevations and/or detail drawings: Architectural, Site Plans, Surveys, Civil, Landscape Architecture, Structural, Fire Protection, Plumbing, HVAC, Electrical, Emergency Power, all low voltage systems (telephone/data, security, fire alarm, and monitoring systems) Drawings and Specification. The Designer shall also prepare Furniture, Fixture and Equipment (FF&E) and Signage bid documents to supplement the construction documents as required by the approved building program.

The Specifications shall include permit approvals and conditions (if any), independent testing requirements, and environmental requirements. The Designer shall prepare and review the Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements with the Owner and OPM. Working Group reviews shall be included at 50% and 90% Documents with value engineering adjustments or add/deduct alternates incorporated as required in order to maintain the project budget.

During the CD stage the Designer shall also finalize all project permits and approvals for the project so that all required project permits are secured in advance of bidding. Designer shall meet with the required permitting agencies, prepare and submit the documents and applications for all permits for the project. The permits and approvals at a minimum include:

- Needham Design Review Board,
- Needham Planning Board,
- Needham Conservation Commission Bylaw (if required at the Fire Station #2 site)

A CD stage construction cost estimate shall be prepared and reconciled with the OPM (&/or CMR) cost estimates, as appropriate. The Construction Documents and cost estimates shall be presented and approved by the PPBC and BOS prior to Bidding. The CD stage cost estimate will be issued as a basis for the request for funding in a Warrant Article for Town Meeting in May 2017 (or a subsequent Special Town Meeting).

4. Bidding (BD)

Based upon the approved CD's the Designer shall assemble all paper and electronic bidding documents, advertise, coordinate bid document printing and controls with a selected print house, receive and open bids with the Owner and OPM, review and evaluate the bids with the Owner and OPM. Bid Documents shall include filed sub-bids, and related packages of drawings in conformance with M.G.L. c149 or M.G.L. c149A requirements. The designer shall also attend the Pre-bid conference(s) and respond as necessary to questions during the bidding stage through the issuance of Addenda. Based upon the Construction Bids the Designer shall evaluate the bids make a recommendation of construction contract award for review and approval by the PPBC, pending Town Meeting approval of Phase III funding.

D. Phase III

Based upon the approved CD documents, bidding results and further funding by Needham Town Meeting (assumed to be in May 2017) the Design team shall be eligible to continue the project design into Phase III work based upon a mutually agreeable negotiated fee. This stage of work shall include at a minimum Construction Administration, Project Closeout and Commissioning.

1. Construction Administration (CA)

The Designer shall assist the Owner in finalizing the construction contract with the successful Contractor and/or Sub-contractors as approved by the PPBC. During CA the Designer shall be responsible for the review and approval of shop drawings, maintaining submittal and approval logs, running weekly construction meetings, preparing CA meeting notes, reviewing construction progress, responding to Requests for Information (RFI), reviewing and approving construction progress and progress payment applications, providing monthly CA updates to the PPBC, and related Construction Administration activities to confirm that construction is proceeding in conformance with the Contract Documents.

The Designer shall establish and maintain an electronic Project Web Site, "Submittal Exchange" or FTP site during the CA phase and maintain it through Construction and Commissioning to facilitate electronic posting/ review and approval.

At "Substantial Completion" the Designer shall prepare and monitor completion of a punch list of items for the Contractor. The Designer shall assist the contractor to secure the Certificate of Occupancy (CO) including final inspections and certificates by A&E disciplines. The Designer shall also review and approve FF&E and signage and other project deliveries and installations.

The Designer shall review and approve all As-Built Drawings and Operations and Maintenance (O&M) Manuals submitted by the Contractor prior to recommending acceptance by the Owner. Such review shall be done primarily through digital submittals until final acceptance when hard copy and digital copies are required by the Owner.

2. Commissioning (CX)

During the Commissioning stage, which may overlap with the Construction Administration stage, the Designer shall observe the startup of all building and MEP systems confirming that the

operation and performance meet the project specifications. If independent testing is required the designer shall arrange for such independent monitoring and review the results until these reports confirm that operations are in conformance with the drawings and specifications.

E. Meetings and Communication

Based upon the agreed Work Plan the Designer shall attend progress workshops and review meetings as necessary with Needham Working Group, Town Departments and Public Facilities representatives for gathering information and to provide project updates and or recommendations through out the project. The Designer shall maintain a high level of communication with the PPBC's project representatives, and selected Department Managers during the Design. During this first phase of work the Designer shall make presentations to the PPBC, Town permitting boards and/or Board of Selectmen and other reviewing agencies as required at project milestones.

F. Preliminary Project Schedule

The following schedule is not intended to provide a completion date for each deliverable but to illustrate the date by which each phase must be completed to maintain the overall project schedule. It is expected the selected Designer will include milestone dates for each deliverable in their detailed Project Calendar to be provided during Start-Up.

Task	Completion Date
RFQ Available	February 24, 2016
Pre-Proposal Meeting (optional)	March 2, 2016 - 9:00AM
Deadline for written Questions	March 4, 2016 - 2:00 PM
Designer Submit Qualifications (deadline)	March 16, 2016 - 2:00PM
PPBC to rank and short list Designer	March 21, 2016
Shortlisted Designer Interviews (if required)	April 11, 2016 (PPBC meeting)
Authorization to proceed	(on or before) April 15, 2016
Monthly meetings with PPBC	
Public Informational Session	September 12, 2016
Phase I – Detailed Study & recommendation	September 26, 2016 (to PPBC)
Phase I – Schematic Design – Fire Station #2	January 30, 2017
Cost Estimate – Fire Station #2 (FS#2)	February 27, 2017
Limited Schematic Design – Police & Fire Headquarters #1 (with budget estimate)	March 27, 2017
Special Town Meeting	May 2017
Phase II Funding – Detailed Design for FS#2	
Phase II – Des. Dev. – FS #2	June 2017
Phase II – Construction Documents, Permitting and cost estimate – FS#2	September 2017
Annual Town Meeting	Annual Town Meeting (STM)
Phase III - Construction Funding - FS #2	November 2017
Phase II - Bidding	January 2018
Phase III – Construction Administration	March 2018 - May 2019 (TBC)
Phase III- Commissioning & Project Occupancy	(on or before) April 2019

Phase III – Project closeout.	May 2019 - September 2019
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G. Design Fee

The Fee for Basic Services and Expenses will be negotiated and shall not exceed a total cost of \$ 120,000 for Phase I – Study, Schematic Design, and costing of the project.

Prior to negotiating a contract with the top-ranked designer, the Permanent Public Building Committee will advise the firm to be prepared to provide the following information:

- Rationale for the development of fee proposal,
- Hourly rates for the designer's personnel and consultants,
- Letter stating the goals to meet the designer's MBE / WBE goals for the project
- The markup, if any, that the designer will add to costs, including sub-consultant fees, or reimbursable expenses, resulting from a change in the scope of work.

The Designer will be eligible for Phase II & III work pending future funding authorizations and successful fee negotiations.

III. Response to RFQ – Designer Qualifications

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the "Agreement between Owner and Designer" that is attached hereto (Attachment A). Designers submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, in accordance with Article 11 of the Agreement – Attachment A. The successful respondent shall identify **reimbursable expenses which shall be included within the not to exceed fee.**

A. Project Work Plan

The estimated total duration of this Contract for Designer Services, for Phase-I, is estimated to be seven (7) months. **As a requirement of this RFQ, each respondent must include a project work plan.** It is anticipated that a contract for services will be awarded on or before April 13, 2016. The Designer's Work Plan must meet the milestone dates noted in the Project Schedule above.

The Designer's Work Plan submitted with his/her proposal will be considered an estimate. After award of a contract the Owner and Designer will review the Work Plan originally submitted, accept as submitted or modify to meet the Owners milestones. The Designer's adherence to the accepted Work Plan times will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

B. Qualifications Required

In evaluating qualifications, the Owner and Permanent Public Building Committee will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and Massachusetts professional registration or license number, as applicable, must be listed in the application for each category of work or expertise.)

1. *Architecture*
2. *Civil Engineer*
3. *Structural Engineer*
4. *Geotechnical Engineer*
5. *Mechanical / Electrical / Plumbing (MEP) Engineers*
6. *Fire Protection Engineer*
7. *Telephone/ Data / Security Consultant*
8. *Cost Estimating*
9. *Landscape Architecture*
10. *Code/ Accessibility Consultant*
11. *Registered Land Surveyor**
12. *Environmental Engineer/ Wetlands Consultant**
13. *Hazardous Materials Consultant**

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by a sub-consultant(s). Some of these categories of Design expertise (noted with an asterisk*) may have minimal involvement in the Study Report phase of the work, but will have more detailed involvement in the Detailed Design documents and therefore should be identified at this time.

Failure to address each category may result in the elimination of the applicant from consideration on this project. Applicants should not list any consultants other than those for the categories of work listed above.

C. SDO Requirements

Pursuant to M.G.L. c 7C, §6 and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE **and** WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and the Awarding Authority will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

Participation by MBE and WBE firms will continue to be tracked, reported and monitored separately to ensure that both MBE and WBE firms are participating on these projects. Not every project will have the full MBE/WBE goals set forth above as certain projects due to their size, scope or geographic location may have reduced goals, or in some cases no goals, as determined by the public awarding authority.

D. RFQ Response Requirements

Persons or firms interested in applying must meet the following requirements:

1. Applications - one (1) original, twelve (12) copies and one (1) electronic copy in PDF or similar format on a CD - must be received on or before 2:00 PM Wednesday March 16, 2016. The applications must include the following:

- a. Cover letter – 2 page maximum,
- b. Completed DCAM Designer Application Form. Applications are limited to the application plus a maximum of 3 supplementary pages, double sided, not including the required documents listed below. Information in excess of three pages may be the basis of rejection. The Applications shall be on “Standard Designer Application Form for

Municipalities and Public Agencies not within DSB Jurisdiction” (updated May 2013) or most recent version as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form can be found at the Massachusetts DCAM web site.

- c. Evidence of professional liability insurance with at least the minimum liability coverage amounts noted in this RFQ -Attachment A- Article 11,
- d. Preliminary Work Plan identifying design tasks and responsible team members and incorporating the specified schedule into a project calendar (Maximum of two double sided pages),
- e. Attachment B- Certificate of Non-collusion; Attachment C: Certifications; Attachment D: Certificate of Authority (if applicable); and Attachment E: Certificate of Compliance with Massachusetts Tax Laws,
- f. SDO (formerly known as SOWMBA) - MBE or WBE certificates (as applicable to project team members).

Proposal packages should be provided in simple spiral binders or stapled. Double sided printing is encouraged where appropriate to reduce paper.

2. Qualifications shall be addressed to the attention of:

Permanent Public Building Committee
Town of Needham
500 Dedham Ave
Needham, MA 02492
c/o Kathryn Copley, Administrative Specialist
Tel: (781) 455-7550 x 314
Email: kcopley@NeedhamMa.gov

3. Qualifications must be clearly identified by marking the package or envelope with the following:

Town of Needham – Police & Fire Stations Feasibility Study – Design Services
Contract ID# 16PFC-169D
Qualifications for - _____ “Insert Name of Applicant”

4. All questions regarding this RFQ should be addressed exclusively in writing to:

Kathryn Copley, Administrative Specialist
Public Facilities Dept. - Construction
Town of Needham
500 Dedham Ave
Needham, MA 02492
Tel: (781) 455-7550 x314
Fax: (781) 453- 2510
Email: kcopley@NeedhamMa.gov

The deadline for written questions is 2:00 PM, Friday, March 4, 2016.

F. Pre-Proposal Meeting (Attendance is strongly recommended but not required)

When: Wednesday, March 2, 2016 at 1:00 PM

Where: Public Services Administration Building, 500 Dedham Ave, Needham, MA.

In the Charles River Room (on the ground floor)

VI. Selection

The Owner, through its Permanent Public Building Committee (PPBC), will consider the following criteria in evaluating Qualifications:

1. Demonstrated recent experience and expertise with similar Designs with specific emphasis on Police and Fire Station and Public Safety Building design performed within the past ten years; including provisions for maintaining operational readiness during renovation or reconstruction.
2. Past performance of the firm, if any with regard to public, or private projects across the Commonwealth, with respect to:
 - a. Quality of project design
 - b. Quality, clarity, completeness and accuracy of plans and reports
 - c. Ability to meet established program requirements within allotted budget
 - d. Ability to permit complex projects
 - e. Coordination and management of consultants
 - f. Working relationship with local awarding authority, staff and local officials;
3. Identification and quality of work of the firm, if any, with regard to prior similar design services provided to the Town of Needham or other municipalities, and state agencies;
4. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract. Capacity of the firm to meet the time commitments required by the project.
5. The financial stability of the firm;
6. The identity and qualifications of the consulting firms who will work on the project. The qualifications of the key personnel and consultants to be assigned to the project;
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client;
8. References from recent clients for similar projects;
9. Team's ability to meet the SDO goals for MBE & WBE participation;
10. Any other criteria the selection committee considers relevant to the project.

VII. Other

Rule for Award

The Town reserves a period up to forty-five (45) calendar days following the opening of the qualifications in which to evaluate and award the contract.

The Town herein declares its express purpose not to award the contract to any Designer unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. The Designer must possess and identify the physical resources, equipment and personnel necessary to carry out the work in accordance with the specified requirements. If requested, any Designer MAY be required to demonstrate financial stability satisfactory to the Town.

The PPBC and Town Manager are the awarding authority for the contract (Attachment A, or a contract substantially in this form). Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

The Award of this Phase I Design will not preclude the selected designer from future Detailed Design work associated with this project in Phase II and Phase III.

Federal and State Taxes

The Town is exempt from federal and state sales taxes and or use taxes. Taxes are not to be included in the Proposal price to be negotiated with the winning Designer.

Information about changes to the RFQ (Addenda)

In the event that changes/additions are made to this RFQ, an addendum will be issued. Addenda will be emailed to every potential responder on record as receiving the RFQ package. It is necessary for the prospective Designer to submit the "ACKNOWLEDGEMENT OF RECEIPT" so that Addenda can be forwarded to interested firms.

Examination of documents and questions

The Designer shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of this Proposal. The Designer shall be familiar with all of the RFQ documents before submitting the Proposal in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the Proposal is based on incomplete information.

Inquiries concerning any part of this RFQ shall be directed to the individual(s) listed under the Procurement Schedule. Designers should note that oral communications are not binding on the Town. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax or email as referenced under the Procurement Schedule by the deadline. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the Proposal package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Designers, please allow enough time for hand delivery or facsimile transmissions.

Proposal modifications or withdrawals

Qualifications may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, qualifications may not be changed. Minor mistakes may be waived by the Town.

Premature opening of a Proposal

The Town will not be responsible for the premature opening of any qualifications not properly identified. The Town may reject qualifications which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

Unexpected closure or delays

If, at the time of the scheduled proposal submission deadline, the building is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other the deadline will be postponed until 2:00 P.M. on the next normal business day. Qualifications will be accepted until that date and time.

Late submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE QUALIFICATIONS WILL NOT BE CONSIDERED.

Rejection of bids

The Qualifications must satisfy all the requirements of the RFQ, in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the qualifications unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Designers. A proposal may be rejected if the Designer:

- Fails to adhere to one or more of the provisions established in the RFQ;
- Fails to submit its proposal by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its proposal to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its proposal
- Fails to provide material information.

OR

- Qualifications which are incomplete, not properly endorsed, or signed.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

General and special provisions

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B)

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Designer may receive or award as a result of this contract.

Services provided by the Designer shall be rendered through a professional services contract; the Designer will not be considered an employee of the Town and will not receive any benefits of an employee.

The Designer shall comply with Massachusetts General Laws, Chapter 66A if the Designer becomes a “holder” of “personal data”. The Designer shall also protect the physical security and restrict any access to personal or other Town data in the Designers’ possession, or used by the Designer in the performance of the Contract, which shall include, but is not limited to the Town’s public records, documents, files, software, equipment or systems.

Ownership of Documents: All qualifications, materials, drawings, plans, etc. shall become the property of the Town and may not be disposed of without notification and shall be considered public information.

The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Town of Needham, the Designer acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

Contract terms and conditions

The contract is anticipated to be executed by the date indicated under Procurement Schedule for this Proposal. The Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected Designer is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The Town’s Standard Contract is incorporated herein as Attachment A. Bidders are expected to review the sample contract. Unless otherwise noted by the Town in this RFQ, the terms and conditions contained therein are NOT negotiable.

VIII. Attachments

Attachment A: Agreement between Owner and Designer

Attachment B: Certificate of Non-Collusion

Attachment C: Certifications

Attachment D: Certificate of Authority

Attachment E: Certificate of Compliance with Massachusetts Tax Laws

ATTACHMENT A

**AGREEMENT BETWEEN
OWNER AND DESIGNER
Contract ID #16PFC-169D**

This Agreement is made and entered into on the ____ day of _____, 2016 by and between the TOWN OF NEEDHAM, (hereinafter **OWNER**), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, acting through its _____ and _____ (hereinafter **DESIGNER**), a corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, for _____ (hereafter **PROJECT**).

WITNESSETH that the **DESIGNER** and the **OWNER**, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- FIRST THIS AGREEMENT
- SECOND **DESIGNER'S PROPOSAL, DATED _____**
- THIRD REQUEST FOR QUALIFICATIONS
- FOURTH DRAWINGS REQUIRED FOR THE PROJECT, IF APPLICABLE
- FIFTH COPIES OF ALL REQUIRED CERTIFICATES OF INSURANCE AND
 LICENSES REQUIRED UNDER THE CONTRACT,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the **OWNER** and the **DESIGNER**.

ARTICLE 2: SCOPE OF THE WORK

The **DESIGNER** shall furnish all materials, labor, equipment and perform all services shown on the contract documents, and the **DESIGNER** agrees to provide professional services set forth in this Agreement in a manner consistent with the professional skill and care ordinarily provided by architects performing similar services and practicing in the same or similar locality under the same or similar circumstances.

ARTICLE 3: TIME OF COMPLETION

3.1 The work to be performed under this Contract shall be commenced immediately upon execution of this Agreement, and shall be entirely completed by _____.

3.2 The **DESIGNER** hereby agrees that if it fails to carry on the work with reasonable speed according to the agreed work plan or stops work altogether without due cause, as determined in each case by the **OWNER**, the **OWNER** may give notice to the **DESIGNER** in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the **OWNER**, the **DESIGNER** shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The **OWNER** shall pay the **DESIGNER** for the performance of this Agreement the sum of \$_____ (_____) (words), including all fees and reimbursable expenses.

ARTICLE 5: PAYMENT

5.1 The **OWNER** shall make payment as follows:

a) On a monthly basis, thirty days within receipt and **OWNER** approval of an invoice for work performed or materials supplied the previous month.

5.2 With an invoice the **DESIGNER**, upon Owner's request, shall submit evidence satisfactory to the **OWNER** that the work has been completed.

5.3 The fees established under this Agreement are lump sum fees and include all of the expenses for all of the **DESIGNER'S** Consultants.

5.4 Pursuant to M.G.L., c. 7C, § 51, paragraph (j), **DESIGNER** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **DESIGNER** in the preparation of the bid documents, as reasonably determined by **OWNER**.

ARTICLE 6: NO RELEASE

The approval of any invoice by the **OWNER**, any payment by the **OWNER** to the **DESIGNER**, any use of the **DESIGNER'S** work or any part thereof by the **OWNER**, or any correction of the **DESIGNER'S** defective work by the **OWNER** shall not constitute the **OWNER'S** acceptance of the **DESIGNER'S** work which is not in accordance with the terms of this Agreement, nor shall it constitute a release of the **DESIGNER'S** obligation to perform the Project in strict compliance with all terms of this Agreement.

ARTICLE 7: USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 7.1 All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **DESIGNER** or **DESIGNER'S** Consultants shall become the property of the **OWNER** upon payment of sums due under the contract. The **OWNER** acknowledges the copyright of the **DESIGNER** and the **DESIGNER'S** Consultants.
- 7.2 The **OWNER** may use the Drawings, Specifications and such other documents prepared by the **DESIGNER** or the **DESIGNER'S** Consultants as needed for the construction, maintenance, repair, or modification of the **PROJECT**.
- 7.3 The **OWNER** shall defend and indemnify the **DESIGNER** or the **DESIGNER'S** Consultants and release and hold them harmless from any claims arising out of any use of or changes to the documents made by the **OWNER** or his representatives during any other construction not a part of this contract.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the **DESIGNER** with respect to any of the terms of this Agreement, the **OWNER** shall give written notice thereof, and if said default is not made good within such time as the **OWNER** shall specify in writing, the **OWNER** shall notify the **DESIGNER** in writing that there has been a breach of the Agreement and thereafter the **OWNER** shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the **OWNER** shall determine, and the **DESIGNER** shall pay for the completion of such work and reimburse the **OWNER** for all reasonable expenses incurred by reason of said breach. The **DESIGNER** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the **DESIGNER** shall be determined by the **OWNER** and certified to the **DESIGNER**.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.2 The **DESIGNER** shall have the right to terminate this Agreement if the **OWNER** fails to make payment within thirty (30) days after it is due.

ARTICLE 10: NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Steve Popper
Director of Design and Construction
Public Facilities Department - Construction
500 Dedham Ave
Needham, Massachusetts 02492

AND TO

Kate Fitzpatrick
Town Manager
1471 Highland Avenue
Needham, Massachusetts 02492

Notices to the Town of Needham must be sent to BOTH in order for it to be effective.

The **DESIGNER**: Name _____
Title _____
Company _____
Address _____

ARTICLE 11: INSURANCE

- 11.1 The **DESIGNER** shall at its own expense, obtain and maintain a Professional Liability Policy for errors, omissions, or negligent acts arising out of the performance of this agreement with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- 11.2 The **DESIGNER** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies in connection with any operations included in this Contract. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 11.3 The **DESIGNER** shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the **OWNER**.
- 11.4 The **DESIGNER** shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.

- 11.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work designed under the contract is completed and accepted by the **OWNER**. Since this insurance is normally written on a year-to-year basis, the **DESIGNER** shall notify the **OWNER** should coverage become unavailable or if its policy should change. The Town of Needham shall be listed as an Additional Insured on General Liability and Automobile Insurance Certificates.
- 11.6 Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be delivered at the time of the execution of the Agreement and filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **OWNER** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 12: INDEMNIFICATION

To the full extent permitted by law, the **DESIGNER** agrees to indemnify and hold the **OWNER** and all its or their member officers and employees harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the **DESIGNER** in performance of services under this Agreement whether by itself or its employees or sub consultants but only in respect of injuries or damages sustained during the performance and prior to the completion and acceptance of the services covered by this Agreement.

ARTICLE 13: ASBESTOS REMOVAL

Without in any way limiting the **DESIGNER's** liability for any other negligent performance or failure to perform professional services, the **DESIGNER** shall incur no liability for claims arising out of the performance of or failure to perform professional services related to asbestos, except that the **DESIGNER** shall promptly notify the **OWNER** of any asbestos the **DESIGNER** observes that may affect the PROJECT. The **DESIGNER** shall include in the construction plans and specifications specific provisions requiring the contractor to include the time required for the asbestos abatement work in the PROJECT schedule, to organize its own work in such a way that it will not conflict with concurrent asbestos abatement work, and to coordinate all of the work at the site (including the asbestos abatement work), so as to minimize disruption and delay. The **DESIGNER** shall enforce the foregoing requirements, utilizing such authority as it may have under the construction plans and specifications. The **DESIGNER** shall confer with the asbestos abatement consultant to ascertain that similar and consistent requirements are being included in construction plans and specifications prepared by the consultant. The **DESIGNER** shall also be responsible for providing to any asbestos abatement engineer and any asbestos abatement contractor, construction plans and specifications which indicate the scope of the renovations and additions to the building. The **OWNER** hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the **DESIGNER**, his principals, employees, agents and consultants if such claim in any way would involve the **DESIGNER's** services for remedial work related to asbestos in the PROJECT unless otherwise agreed to in writing.

ARTICLE 14. SUBCONTRACTING OF WORK

The **DESIGNER** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior approval of the **OWNER**.

ARTICLE 15: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **DESIGNER** agrees to pay the prevailing wage and comply with G. L. c. 149, S 26 - 27D and a Statement of Compliance is included in the Contract Documents, when applicable.

ARTICLE 16: MBE/WBE PARTICIPATION

If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), then the **OWNER** shall incorporate into this Contract the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAM. Reductions or waivers of these goals may be permitted by the **OWNER** where the size, nature or location of the project makes achieving such levels of MBE or WBE participation unfeasible.

ARTICLE 17: GOVERNING LAW

The **DESIGNER** shall, as is consistent with the generally accepted standard of professional skill and care, perform the work required under this contract in conformity with requirements of the **OWNER** and applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

ARTICLE 18: DISPUTE RESOLUTION

- 18.1 **Mediation Mandatory.** In the case of a dispute where the dollar amount in dispute is \$50,000 or more, the **OWNER** and the **DESIGNER** shall engage in good faith in a non-binding mediation process using the services of a neutral mediator, which process shall be concluded within sixty days from the date that the either party submits to the other a written request therefore. The parties shall make good faith efforts to agree on the selection of a Neutral mediator experienced in mediating building design and construction disputes. The cost of the services of any mediator selected jointly by the parties to this Contract shall be borne equally by the **DESIGNER** and the **OWNER**.
- 18.2 **Arbitration Optional.** If mediation fails to resolve a claim, dispute or other matter in question between the parties, then the parties may mutually agree to submit their claim, dispute or other matter in question to binding or non-binding arbitration.

ARTICLE 19: CONSENT TO VENUE

The **DESIGNER** agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of

Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the **DESIGNER** commencing or prosecuting any litigation against the **OWNER**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial. Prior to entering into any agreement with a subcontractor, the **DESIGNER** shall require the subcontractor to agree to be subject to the terms of this Article.

ARTICLE 20: LIFE-CYCLE COST ESTIMATES

- 20.1 All contracts for architectural or engineering services necessary for the preliminary design of all new buildings or for the modification or replacement of an energy system in an existing building entered into by a public awarding authority subject to the bidding requirements of Sections 44A to 44L inclusive, of M.G.L. c. 149, shall contain a stipulation that life-cycle cost estimates shall be obtained at an initial stage and as a regular part of the services to be performed under said contract.
- 20.2 M.G.L. c. 149, § 44M defines "energy system" as: "any equipment that is employed to heat or cool a building, or to heat hot water used in a building, or to generate electricity for a building and that uses the sun, wind, water, biomass, oil, natural gas, or electricity as its power supply in whole or in part."

ARTICLE 21: RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS

The **DESIGNER** shall maintain complete, accurate, and detailed records of all time devoted to the **PROJECT** by the **DESIGNER** and each consultant or subcontractor employed by the **DESIGNER**. The **OWNER** may at all reasonable times audit such records. On contracts where the total design fees exceed \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000, the **DESIGNER** shall comply with M.G.L., c. 30, § 39R, which requires the **DESIGNER** to:

- 21.1 Make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **DESIGNER**. [M.G.L. c. 30, § 39R(b)(1)-(2)].
- 21.2 Until the expiration of six (6) years after final payment, the **OWNER** and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the **DESIGNER** or of its consultants and subcontractors that directly pertain to, and involve transactions relating to, the **DESIGNER** or its consultants and subcontractors. [M.G.L. c. 30, § 39R(b)(1)-(2); Executive Order 195]
- 21.3 If the **DESIGNER** shall make any change in its method of maintaining records that would materially affect any statements filed by the **DESIGNER** with the **OWNER**, the **DESIGNER** shall forthwith deliver to the **OWNER** a written description of such change, the effective date thereof, and the reasons therefore. The **DESIGNER** shall submit with such description a letter from the **DESIGNER'S** independent certified public accountant

approving or otherwise commenting on the change. [M.G.L. c. 30, § 39R(b)(3)] The **DESIGNER** hereby represents that there have been no such changes to date that have not been so reported to the **OWNER**.

- 21.4 The **DESIGNER** shall file with the **OWNER** a statement of management as to whether the system of internal accounting controls of the **DESIGNER** and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. The **DESIGNER** shall also file with the **OWNER** a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 30, §39R(c)]. The **DESIGNER** warrants and represents that **DESIGNER** has filed a statement of management on internal accounting controls as set forth in this section prior to the execution hereof. [M.G.L. c. 7C, § 51(d)]
- 21.5 The **DESIGNER** shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **OWNER** upon request. [M.G.L. c. 30, §39R(d)] The **DESIGNER** represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in this section. [M.G.L. c. 7C, § 51(d)]
- 21.6 Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, § 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 21.2 above.

ARTICLE 22: DESIGNER'S CONTRACT SUPPLEMENTARY DATA

No changes are to be made to this Article at any time during the life of this contract without prior written notification to the **OWNER** and when required, receipt of written approval by the **OWNER**.

- 22.1 **DESIGNER'S Beneficial Owners.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the **DESIGNER** as of the date of the execution hereof [M.G.L. c. 7C, §48] (attach

additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles,

PARTNERSHIP: (Names of all Partners):

INDIVIDUAL (Name of Owner):

- 22.2 **Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the **DESIGNER** certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the **DESIGNER** is an individual the **DESIGNER** is the individual named below, ii) if the **DESIGNER** is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the **DESIGNER** is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the **DESIGNER** is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be. [M.G.L. c. 7C, §48]

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>
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NOTE: Programmers and construction managers are not required to be registered.

DESIGNER warrants that the Massachusetts registered principal of the **DESIGNER** responsible for the project is:

Name

ARTICLE 23. CERTIFICATIONS REQUIRED BY LAW

- 23.1 **Resume on File with Designer Selection Board.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that in accordance with the provisions of M.G.L. c.7C §48 a resume of the **DESIGNER** has been filed with the Designer Selection Board.
- 23.2 **No Inducements.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for design services; no consultant to or subcontractor for the **DESIGNER** has given, offered or agreed to give any gift, contribution or offer of employment to the **DESIGNER**, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the **DESIGNER**; and no person, corporation or other entity, other than a bona fide full-time employee of the **DESIGNER** has been retained or hired by the **DESIGNER** to solicit for or in any way assist the **DESIGNER** in obtaining the Contract for design services upon an Contract or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the **DESIGNER**. [M.G.L. c. 7C, §. 51]
- 23.3 **Existing Government Contracts.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by **DESIGNER** from the Commonwealth or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the **OWNER** or any governmental source for services rendered. [M.G.L. c. 7C, § 48]:

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated
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- 23.4 **Annual Reports; Corporate Filings.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that, if the **DESIGNER** is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by M.G.L c. 156B, §109 (Business Corporation), by M.G.L c. 181, §4 (Foreign Corporation), or by M.G.L. c. 180, §26A (Non-Profit Corporation).
- 23.5 **Debarment; Suspension.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** is not currently debarred or suspended by the Commonwealth of Massachusetts, or any if its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **OWNER** and the **DESIGNER** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **OWNER** and the **DESIGNER**. Neither the **OWNER** nor the **DESIGNER** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **DESIGNER** as an independent contractor. None of the terms of this Agreement shall create a principal-agent, master-servant or employer-employee relationship between the **OWNER** and the **DESIGNER**.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **OWNER**, the **DESIGNER** acknowledges that the **OWNER** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **DESIGNER** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **DESIGNER** shall comply with Massachusetts General Law Chapter 66A if the **DESIGNER** becomes a "holder" of "personal data". The **DESIGNER** shall also protect the physical security and restrict any access to personal or other Town data in the **DESIGNER'S** possession, or used by the **DESIGNER** in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

ARTICLE 28. CORI CERTIFICATION

()Services Do Require a CORI check ()Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the Contractor hereby acknowledges the right of the Town to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of Contractor's employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the Contractor also authorizes the Town to use local and

national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 29. COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L., c. 62C, §49A, the undersigned, acting on behalf of the **DESIGNER**, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the **DESIGNER** is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification
Number _____

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

(Signature Page to follow)

IN WITNESS WHEREOF the parties hereto have executed FOUR copies of this Agreement the day and year first above written.

DESIGNER: _____

By*: _____

Title: _____

Date: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Town Manager:

Kate Fitzpatrick

Date

This is to certify that the funds have been appropriated by the Town of Needham for the purposes set forth in the Contract herein.

A/C#:

Town Accountant

Date: _____

Approved As To Form:

David S. Tobin, Town Counsel
Town of Needham

Date: _____

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

1. The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 7.
 1. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting Proposal

Date

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT C
CERTIFICATIONS

In accordance with M.G.L. c. 7C § 51(b), the undersigned states that the wage rates and other costs used to support the designer's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

In accordance with M.G.L. c. 7C § 51(d) , the undersigned certifies under penalties of perjury that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services.

The undersigned certifies under penalties of perjury that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.

The undersigned certifies under penalties of perjury that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

Signature of individual submitting Proposal

Date

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT D
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)

2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)

3. is the duly elected _____
(Insert the title of the officer in line 2)

4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFQ Proposal submission if the Proposal is signed by a person other than the owner or president of the company.

ATTACHMENT E
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.*

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

This form is required with RFQ Proposal submission.